

| | | | | | |
|--|--|---|--|---|-------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | | 1. SOLICITATION NO. N62836-03-B-0184 | 2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 2003 AUG 01 | PAGE OF PAGES 1 of 2 |
| IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror. | | | | | |
| 4. CONTRACT NO. | | 5. REQUISITION / PURCHASE REQUEST NO. | | 6. PROJECT NO. WO# BD28G WR# 86630 | |
| 7. ISSUED BY CODE Resident Officer in Charge of Construction Yokosuka PSC 473 Box 61, FPO AP 96349-0061 Bldg. 1828, Tomari cho, Yokosuka Kanagawa, Japan 238-0001 | | 8. ADDRESS OFFER TO (if mailed) Resident Officer in Charge of Construction Yokosuka PSC 473 Box 61, FPO AP 96349-0061 Bldg. 1828, Tomari cho, Yokosuka Kanagawa, Japan 238-0001 (if hand carried) Deposit in the bid box located at Bldg. 1828 2nd Floor, ROICC Yokosuka | | | |
| 9. FOR INFORMATION CALL: | | A. NAME Ms. R. Ogawa/Mr. Tony Egidi | | 8. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 046-816-4203 | |

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

a. REPAIR PICNIC AREAS AT THE COMMANDER FLEET ACTIVITIES, YOKOSUKA AND NEGISHI HOUSING AREA, JAPAN in accordance with NAVFAC Specification No. 42-03-0184.

b. SF 1442 Attachments:

- (1) Bid Bond form
- (2) Notices: Exemption from Japanese Customs Duties and Taxes; United States Laws and Regulations Information; Base Escort Information
- (3) Section 00200, Instructions to Bidders
- (4) Sections 00451 and 00720, Representations and Certifications and Clauses (Feb 2002)
- (5) NAVFAC Specification 42-03-0184 and drawings/sketches

c. Bidders are required to complete and **submit the following items:**

- SF 1442 (all pages)
- Attachment (1), Bid Bond
- Attachment (4), Section 00451 (all pages)

d. The estimated cost range is **between ¥50,000,000 and ¥100,000,000 Yen.**

| | |
|---|--------------------------------|
| 11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>180</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <u>Spec. 01010/1.4.1</u>) | |
| 12A. MUST THE CONTRACTOR FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <small>(If "YES," indicate within how many calendar days after award in Item 12B.)</small> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (See para. 1.8, Section 00720) | 12B. CALENDAR DAYS Ten (10) |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: | |
| A. Sealed offers in original and <u>two</u> copies to perform the work required are due at the place specified in Item 8 by <u>10:30</u> (hour) local time <u>September 04, 2003</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offerer's name and address, the solicitation number, and the date and time offers are due. | |
| B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. (See para. 1.4, Section 00200, Inst. to Bidders.) | |
| C. All offers are subject to the (1) work requirement, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. | |
| D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | |

OFFER (Must be fully completed by offeror)

IFB N62836-03-B-0180

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CIS
CAGE

DUNS

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

| | ITEM NO. | DESCRIPTION | QTY | UNIT | AMOUNT |
|-----------|----------|-------------------------------------|-----|------|---------|
| AMOUNTS ▶ | 0001 | MODIFY/REPAIR HVAC SYSTEM BLDG 1901 | 1 | LS | ¥ _____ |

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

| AMENDMENT NO. | | | | | | | | | | |
|--|----------------|--|--|--|--|--|-----------------|--|--|--|
| DATE | | | | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20B. SIGNATURE | | | | | | 20C. OFFER DATE | | | |

AWARD (To be completed by Government)

21. ITEMS ACCEPTED :

| | |
|---|--|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶ | ITEM See block 26 |
| 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> N/A 41 U.S.C. 253(c) () | |
| 26. ADMINISTERED BY CODE N62836 Resident Officer in Charge of Construction Yokosuka PSC 473 Box 61, FPO AP 96349-0061 Bldg. 1828, Tomari cho, Yokosuka Kanagawa, Japan 238-0001 | 27. PAYMENT WILL BE MADE BY Defense Finance and Accounting Service (DFAS) N00336 Yokota Air Base, Japan APO, AP 96328-5220 Payments under this contract will be made in Japanese Yen based upon the contract award amount. |

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|---|---|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. Contract Completion Date : _____ |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31A. NAME OF CONTRACTING OFFICER (Type or print) |
| 30B. SIGNATURE | 30C. DATE |
| 31B. UNITED STATES OF AMERICA BY _____ | 31C. AWARD DATE |

| | | | | | | | |
|---|--------------------------------------|-----------------------|------------|---|--|---|--|
| BID BOND <i>(See instruction on reverse)</i> | | | | DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> | | OMB NO.: 9000-0045 | |
| <small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small> | | | | | | | |
| PRINCIPAL <i>(Legal name and business address)</i> | | | | | | TYPE OF ORGANIZATION <i>("X" one)</i> | |
| | | | | | | <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP | |
| | | | | | | <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION | |
| | | | | | | STATE OF INCORPORATION | |
| SURETY(IES) <i>(Name and business address)</i> | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| PENAL SUM OF BOND | | | | BID IDENTIFICATION | | | |
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED | | | | BID DATE | INVITATION NO. | |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS | | | |
| | | | | | | | |
| | | | | | FOR <i>(Construction, Supplies, or Services)</i> | | |
| OBLIGATION: | | | | | | | |
| <p>We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.</p> | | | | | | | |
| CONDITIONS: | | | | | | | |
| The Principal has submitted the bid identified above. | | | | | | | |
| THEREFORE: | | | | | | | |
| <p>The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.</p> | | | | | | | |
| <p>Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> | | | | | | | |
| WITNESS: | | | | | | | |
| The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date. | | | | | | | |
| PRINCIPAL | | | | | | | |
| SIGNATURE(S) | | 1. | | 2. | | 3. | |
| | | <i>(Seal)</i> | | <i>(Seal)</i> | | <i>(Seal)</i> | |
| NAME(S) & TITLE(S) <i>(Typed)</i> | | 1. | | 2. | | 3. | |
| | | | | | | | |
| | | <i>Corporate Seal</i> | | | | | |
| INDIVIDUAL SURETY(IES) | | | | | | | |
| SIGNATURE(S) | | 1. | | | | 2. | |
| | | <i>(Seal)</i> | | | | <i>(Seal)</i> | |
| NAME(S) <i>(Typed)</i> | | 1. | | | | 2. | |
| | | | | | | | |
| CORPORATE SURETY(IES) | | | | | | | |
| SURETY A | NAME & ADDRESS | | | | STATE OF INC. | LIABILITY LIMIT (\$) | |
| | SIGNATURE(S) | 1. | | | 2. | | |
| | NAME(S) & TITLE(S) <i>(Typed)</i> | 1. | | | 2. | | |
| | | | | | <i>Corporate Seal</i> | | |
| AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable | | | | | | | |
| STANDARD FORM 24 (REV. 10-98) Prescribed by GSA - FAR (48 CFR) 53.228(a) | | | | | | | |

| | | | | | |
|-----------------|-------------------------------|----|---------------|----------------------|-----------------------|
| SURETY B | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY C | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY D | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY E | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY F | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |
| SURETY G | NAME & ADDRESS | | STATE OF INC. | LIABILITY LIMIT (\$) | <i>Corporate Seal</i> |
| | SIGNATURE(S) | 1. | 2. | | |
| | NAME(S) & TITLE(S) (Typed) | 1. | 2. | | |

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Exemption from Japanese Customs Duties and Taxes
Pursuant to Status of Forces Agreement
(Aug 1987)

1. Paragraph 2, Article XI of the Status of Forces Agreement between Japan and the United States, authorized the United States entry into Japan free from Japanese customs duties and other charges all materials, supplies and equipment imported for the official use of the United States Armed Forces or for the exclusive use of such forces or ultimately to be incorporated into articles or facilities used by such forces.
2. Paragraph 3, Article XII of said Status of Forces Agreement, authorized the United States exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United States Armed Forces. Currently, these taxes are: (a) Commodity tax; (b) Traveling tax; (c) Gasoline tax and local road tax on gasoline; (d) Diesel oil tax; (e) Electricity and gas taxes; (f) Liquefied petroleum gas tax.
3. If you are the successful offeror, the Contracting Officer or his authorized representative will issue customs or tax exemption certificates as appropriate, relieving you from such customs duties or taxes in accordance with procedures agreed upon between the Government of Japan and the United States of America. Tax exemption certificates for motor fuel will be issued only after consumption of the motor fuel, either at the end of each motor or upon termination of the contract. These can be applied against future purchases of motor fuel. They will be issued only to you as the prime contractor, so, if you employ a subcontractor or supplier who used motor fuel, you must purchase the motor fuel to secure exemption.
4. List below the customs duties or taxes which have been excluded from your proposal as required by the Taxes Clauses.

| <u>Custom Duty or Tax</u> | <u>Type of Commodity and Percentage of Tax</u> | <u>Amount of Duty of Tax Excluded In US Dollars</u> |
|-------------------------------|--|---|
|-------------------------------|--|---|

Company Name: _____

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NOTICE

UNITED STATES LAWS AND REGULATIONS MAKE IT UNABLE FOR YOU TO PARTICIPATE IN ANY OF THE FOLLOWING CONCERNING THIS SOLICITAION:

BID RIGGING
PRICE FIXING
COLLUSIVE BIDDING
BID ROTATION
OFFERING GRATUITIES
OFFERING OR RECEIVING KICK-BACKS

THE PRICES IN YOUR OFFER MUST BE ARRIVED AT INDEPENDENTLY WITHOUT ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR.

YOUR OFFER CAN NOT BE DISCLOSED BY YOU DIRECTLY OR INDIRECTLY TO ANY OTHER OFFEROR OR COMPETITOR BEFORE BID OPENING.

IT IS ALSO UNLAWFUL FOR YOU TO INDUCE ANY OTHER BUSINESS TO, OR ALLOW ANOTHER BUSINESS TO INDUCE YOU TO SUBMIT OR NOT SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

ALL OF THE ABOVE ACTS ARE ACTS OF DISHONESTY UNDER UNITED STATES LAWS AND REGULATIONS AND ARE FORBIDDEN.

PENALTIES COULD INCLUDE DEBARMENT OR SUSPENSION FROM DOING BUSINESS WITH ANY UNITED STATES GOVERNMENT AGENCIES, CANCELLATION OF CONTRACTS AND RECOUPMENT OF PRIOR MONIES PAID.

IF YOU ARE SOLICITED BY ANY OTHER BUSINESS TO DEAL WITH ANY OF THE ABOVE ILLEGAL ACTS, PLEASE NOTIFY ROICC YOKOSUKA AT TELEPHONE NUMBER 046-816-4203.

注 意

この入札に関連して次のいずれかに関与したら、合衆国の法律、規則等により違法になります。

不正手段による入札
値段の不正取り決め
共謀入札
入札の回し取り
謝礼をすること
リベートの授受

入札の値段の入札者や競争相手との協議、意志伝達又は同意によらず独自に見積もった値段でなければならない。

貴方の入札は開札前に他の入札者や競争相手に直接、間接見せてはいけない。

尚、貴方が他の会社、あるいは他の会社が貴方に競争を制限する目的入札をする様に又は入札しない様にと説き勧めることは、これもまた違法である。

全ての上記の行為は、合衆国の法律、規則等のもとでは不正な行為であり、禁じられている。

処罰は、合衆国政府機関の関連事業からの除外又は停止、契約の取り消し、そして支払い金の償還も含まれる。

もし貴方が他の会社から上記のいずれかの違法行為に関わりあうことになる様な申し込みをされたら、ROICC Yokosuka 電話 046-816-4203 まで御通報下さい。

業者各位

入札に参加なさる方は、10時30分の入札に間に合うように、BLDG. F60の隣りANNEX 1828のROICC Yokosuka までいらして下さい。(時間厳守をお願いします。)

その際、ベースタクシーまたはベース内のステーションバスを利用することもできます。

タクシー乗り場は、メインゲートを入り50m程先、右手にあります。

尚、パスをお持ちでない方は、エスコートが必要です。添付書類に必要事項(会社名、住所、電話番号、参加される方の名前)を記入し、入札の10日前までにFAXまたは郵送にて、ROICC Yokosuka まで提出して下さい。当日は身分を証明できるものを必ず持参し、10時までにメインゲートにいらして下さい。身分を証明できるものがない場合、時間に遅れた場合、入門できませんので、ご注意ください。

(身分を証明できるもの - 運転免許証、写真入りの身分証明書、健康保険証等)

(注意事項)

添付書類の記入は楷書で、人名はフルネームをお願いします。ローマ字でふりがなを添えて下さい。駐車場及び管理上の問題で、会社または個人の車の利用は、お控え下さい。

書類の記載事項に不備な点や誤り(申し込みの人名等)がありますと、当日入門出来ないことがありますので十分注意して、記入して下さい。

尚、入札は郵送でも可能です。ベース内への郵送は、通常より2、3日多くかかりますので、その点を考慮して、入札日時に間に合うように、普通郵便(速達可)で郵送して下さい。宅急便、書留は受け取れませんので御了承下さい。

ROICC Yokosuka (契約課)

TEL 046-816-4203

FAX 046-825-9331

入札エスコート申込書

入札番号 _____

入札日 _____

会社名 _____

住所 _____

電話番号 _____

参加者名 _____

(申し込みは最少人数でお願いします。)

注意事項

JOINT VENTURE (J.V.)

JOINT VENTUREを組む時には、**AGREEMENT**が必要になります。入札前もしくは、入札時に契約課まで提出してください。書式等は、特に決められたものではありませんが、**AGREEMENT**には以下の内容が最低限必要となります。

J.V.を組む物件名

J.V.の名前、住所、代表者名、支払先

J.V.を組む会社名と住所

J.V.を組む会社の代表者の署名、捺印

J.V.を組んだ場合、提出する書類の業者名と住所は全てJ.V.のものとなります。保険、**BOND**等も全てJ.V.の名前と住所で出していただかなければなりません。**BOND**等が、J.V.の名前になっていない場合、入札が無効になりますので、充分注意してください。

BOND

BID BOND(SF24)と**PERFORMANCE BOND(SF25)**の会社名と住所は、入札書の会社名と住所に一致していなければいけません。**BOND**を発行する銀行または保険会社は、事前に契約事務所に署名の登録をしていなければ、**BOND**は無効になります。小切手を**BOND**として使う場合は、銀行あるいは、信用組合等、金融機関発行のもののみ有効です。入札業者の小切手は、受けられませんので注意してください。

DUNS NUMBER

DUNS NUMBERを取る場合は、**DUN & BRADSTREET JAPAN**発行の書式に必要事項を記入し、**FAX**にて申し込んでください。**INTERNET**での申し込みは、一般企業向けで有料となります。軍の契約に携わる業者の方は、使用しないでください。

DUN & BRADSTREET JAPANの連絡先は、**TEL 03-5465-2833**,
FAX 03-5465-2868です。